IN THE HIGH COURT OF JUDICATURE, ANDHRA PRADESH
AT HYDERABAD

(Special Original Jurisdiction)

WEDNESDAY, THE SECOND DAY OF NOVEMBER
TWO THOUSAND AND FIVE

PRESENT

THE HON'BLE SRI BILAL NAZKI, THE ACTING CHIEF JUSTICE

and
THE HON'BLE SRI JUSTICE R.SUBHASH REDDY

WRIT APPEAL No. 2114 of 2005

Between:

M/s.Maruthi Agencies,a partnership firm (Regd)

having its office at 18/666, Ist floor,

Opp. Over Bridge, main Road, Adoni, Kurnool District,

Rep. by its Managing Partner, T.G.Sainath,

S/o.T.G.Viswanatham setty,aged about 63 years,

Resident of Adoni, Kurnool District.

.....APPELLANT/
PETITIONER

AND

1. Bharat Sanchar Nigam limited (A Govt of India Enterprise)

508, Sales and C.S.Section, BSNL, Office of CGMT, AP Circle

Nampally Station Road, Hyderabad, rep. by its Chief General Manager

Telecom, AP: Circle, Hyderabad. and 2 others.

.....RESPONDENTS

ORDER: **(Per Hon'ble Sri Bilal Nazki, The Acting Chief Justice)**

Petitioner sent his bid in response to an advertisement dated 21-04-2005. Last date for receiving the bid was
28-04-2005. Admittedly, petitioner's bid was received by the respondents on 23-04-2005, but it was not forwarded to the second respondent-Tender Evaluation Committee because one of the conditions was not satisfied. The condition was that the envelope should contain superscription of the area for which the bid was being presented, as there were many areas for which tenders were called. Because of non-mentioning of the area over the envelope, delay occurred, and finally, it appears that the envelope was opened and the bid was sent to the second respondent-Committee on 29-04-2005. The Committee refused to consider it on two grounds; firstly, that the petitioner firm had not mentioned the area over the envelope; and secondly, that the tender lost its confidentiality as it had been opened even before it was received by the Committee. Hence, the delay occurred even in the first respondent-department. In any case, we do not find there is any enforceable right available to the petitioner, which could be enforced by way of a writ petition. Besides, we have also been told by the learned Counsel for the respondents that the tenders have already been finalized, and an agreement with third party has also been entered into.

For these reasons, we do not find any material in the appeal, which is, accordingly, dismissed. No costs.

(Bilal Nazki, A.C.J)

2nd November, 2005

(R.Subhash Reddy, J)

LUR